

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce		01/20/2004	CORPORATION: CANADA

## RECEIVING PARTY DATA

Name:	Windsor Door, Inc.
Street Address:	1220 Old Alpharetta Road
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1257389	WINDSOR
Registration Number:	1774592	W

## CORRESPONDENCE DATA

Fax Number: (212)878-8375

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2128788300

Email: trademark.group@cliffordchance.com

Correspondent Name: Melissa Scanzillo

Address Line 1: 200 Park Avenue

Address Line 4: New York, NEW YORK 10166-0153

ATTORNEY DOCKET NUMBER:

6544-21

NAME OF SUBMITTER:

Melissa Scanzillo

Total Attachments: 4

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**RELEASE OF SECURITY INTEREST**  
**(TRADEMARKS)**

THIS RELEASE OF SECURITY INTEREST (this "Release"), dated as of January 20, 2004, is made in favor of the Grantors listed on Schedule I (individually, a "Grantor" and collectively, the "Grantors"), by CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 4, 1997 (as such may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among AMERICAN BUILDINGS COMPANY, a Delaware corporation (the "Borrower"), the Lenders and the Administrative Agent.

WHEREAS, the Grantors have made and entered into that certain Guarantee and Collateral Agreement, dated as of December 4, 1997 (as such may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to which the Grantors have guaranteed the Guarantor Obligations and have granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in the Collateral as security for the Grantors' Obligations;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors have granted, pledged, assigned and hypothecated to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in all right, title and interest of the Grantors in and to, among other things, the Collateral;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors granted to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in all right, title and interest of the Grantors to the Trademarks constituting Collateral and identified in Exhibit A attached hereto (the "Intellectual Property Assets"), which security interest and liens were recorded in the U.S. Patent and Trademark Office on January 28, 1998 as Reel/Frame No. 1727-0001; and

WHEREAS, the capitalized terms used herein and not otherwise defined herein or where no definition is referenced shall have the meanings ascribed to them in the Guarantee and Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Administrative Agent agrees as follows:

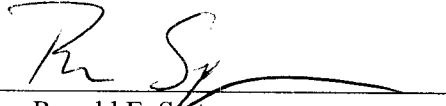
1. Release. The Administrative Agent hereby releases and discharges its security interest in and lien upon the Intellectual Property Assets.

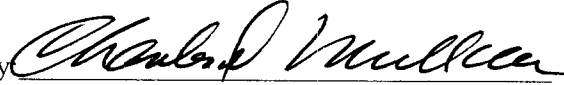
2. Further Assurances. The Administrative Agent acknowledges and agrees to execute and deliver all such other documents and statements reasonably requested by the Grantors to further evidence or effect the release set forth in Section 1 above.

3. **GOVERNING LAW**. **THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICTS-OF-LAWS RULES THAT WOULD OTHERWISE CAUSE THE LAWS OF ANY OTHER JURISDICTION TO APPLY.**

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representative as of the date first above written.

CANADIAN IMPERIAL BANK OF COMMERCE, as  
Administrative Agent

By:   
Name: Ronald E. Spitzer  
Title: Authorized Signatory

By:   
Name: Charles D. Mulkeen  
Title: Authorized Signatory

Schedule of Grantors

AMERICAN BUILDINGS COMPANY  
AMERICAN BUILDINGS COMPANY INTERNATIONAL, INC.  
AMT/BEAMAN CORPORATION  
MAGNATRAN CORPORATION (f/k/a ABC TRANSPORTATION COMPANY)  
MAGNATRAN LOGISTICS, INC. (f/k/a ABC BROKERAGE CO.)  
WINDSOR DOOR, INC.

**EXHIBIT A**  
**TO**  
**RELEASE OF SECURITY INTEREST**

**SCHEDULE OF INTELLECTUAL PROPERTY ASSETS**

**TRADEMARKS**

Grantor: Windsor Door, Inc.

<u>Jurisdiction</u>	<u>Application No./ Registration No.</u>	<u>Issue/File/ Registration Date</u>	<u>Mark</u>
United States	Registration No. 1,257,389	Issued: 11/15/1983	WINDSOR
United States	Registration No. 1,774,592	Issued: 06/01/1993	W and Design

NYB 1445350.1

RECORDED: 01/26/2004

**TRADEMARK**  
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